

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In re:

Brian Christopher Hage

Kelly Jeanne Hage FKA Kelly

Jeanne Jeffrey

Debtor.

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Case No.: 19-00439

Chapter 7

Judge Robyn L. Moberly

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**MOTION FOR RELIEF FROM AUTOMATIC STAY AND ABANDONMENT OF
PROPERTY BECAUSE STATEMENT OF INTENT PROPOSES SURRENDER OF
PROPERTY AND NOTICE OF OBJECTION DEADLINE WITH 30-DAY WAIVER
(FIRST MORTGAGE)**

The creditor, Nationstar Mortgage LLC d/b/a Mr. Cooper, hereby moves the Court, pursuant to 11 U.S.C. § 362(d) and § 554, to lift the automatic stay and abandon from the estate the following real property:

11532 E 75th St, Indianapolis, IN 46236, (hereinafter the "Property").

In support of the motion, the Creditor states the following:

1. Brian Christopher Hage and Kelly Jeanne Hage FKA Kelly Jeanne Jeffrey (hereinafter collectively, "Debtor") filed a Chapter 7 case on January 24, 2019, (hereinafter the "Petition Date").

2. As of the Petition Date, the Creditor was the holder of a claim secured by the Property, more particularly described in the Mortgage, a copy of which is attached as Exhibit "A".

3. The above described Mortgage was given to secure a promissory note, (hereinafter the "Note"), dated June 14, 2017 and made payable to the Creditor in the original sum of \$191,468.00. A copy of the Note is attached hereto as Exhibit "B".

4. The Creditor perfected an interest in the Property, more particularly described in the Mortgage, recorded in Marion County Recordings Office on June 21, 2017. Evidence of perfection is attached as Exhibit "A".

5. Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements in support of right to seek a lift of the automatic stay and foreclose if necessary.

6. As of January 29, 2019, the outstanding principal of the Note was \$188,314.66 and the outstanding interest was \$4,208.38. As of January 29, 2019, the approximate payoff of the loan in question, consisting of the outstanding principal, interest, escrow advances, fees and costs is \$195,926.42.

7. The Property is burdensome and/or of inconsequential value and benefit to the estate. Cause exists to lift the automatic stay under 11 U.S.C. § 362(d)(1) and/or 362(d)(2) for these reasons:

- a. Debtor has no equity in the Property. Creditor believes that the Property has a value of \$189,500.00 based on Auditor Records, which is attached hereto as Exhibit "C". The balance on Creditor's first mortgage exceeds the value of the Property. Based upon the lack of equity in the Property, Creditor asserts that the Property is burdensome and/or of inconsequential value and benefit to the estate.
- b. The Creditor is not being adequately protected. Per the Note and Mortgage, payments are applied to the last month due. Based on the foregoing, Debtor has failed to make periodic payments to Creditor since August 1, 2018 through January 1, 2019, as of January 29, 2019.
- c. Debtor intends to surrender the Property located at 11532 E 75th St, Indianapolis, IN 46236 according to the Statement of Intent filed.

8. The Creditor hereby waives the right under 11 U.S.C. § 362(e) to a hearing on this motion within thirty (30) days of the date it is filed. Creditor, by counsel, further prays that the fourteen (14) day stay of the order imposed by Bankruptcy Rule 4001(a)(3) be waived.

PLEASE TAKE NOTICE THAT any objection must be filed with the Bankruptcy Clerk within (14) days of the date of this notice. Those not required or not permitted to file electronically must deliver any objection by U.S. mail, courier, overnight/express mail or in person at:

Indianapolis

116 U.S. Courthouse, 46 E. Ohio St.
Indianapolis, IN 46204

The objecting party must ensure delivery of the objection to the party filing the motion. If an objection is NOT timely filed, the requested relief and abandonment may be granted.

WHEREFORE, the Creditor moves the Court to enter an order lifting the automatic stay and abandoning the Property, and granting such other relief as appropriate.

Respectfully submitted,

/s/ Sarah E. Barngrover

Sarah E. Barngrover (28840-64)
Edward H. Cahill (0088985)
Adam B. Hall (0088234)
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Attorney for Creditor
The case attorney for this file is Sarah E. Barngrover.
Contact email is
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Motion for Relief from Automatic Stay and Abandonment of Property Because Statement of Intent Proposes Surrender of Property and Notice of Objection Deadline with 30-Day Waiver (First Mortgage) was served on the parties listed below via e-mail notification:

U.S. Trustee, 101 W. Ohio St.. Ste. 1000, Indianapolis, IN 46204, 317-226-6101

Gregory S. Fehribach, Office of Gregory S. Fehribach, 50 S Meridian St Ste 700, Indianapolis, IN 46204-3530, mjurkiewicz@thefehribachgroup.com

Dana L. Oglesby, Attorney for Brian Christopher Hage and Kelly Jeanne Hage FKA Kelly Jeanne Jeffrey, Jackson & Oglesby Law LLC, 6520 E. 82nd St., Suite 101, Indianapolis, IN 46250, court@indybankruptcylaw.com

The undersigned hereby certifies that a copy of the foregoing Motion for Relief from Automatic Stay and Abandonment of Property Because Statement of Intent Proposes Surrender of Property and Notice of Objection Deadline with 30-Day Waiver (First Mortgage) was served on all parties listed on the attached creditor matrix via regular U.S. Mail, postage prepaid on February 08, 2019.

/s/ Sarah E. Barngrover
